

Exhibit 1

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CHINA CENTRAL TELEVISION, a China
company; CHINA INTERNATIONAL
COMMUNICATIONS CO., LTD., a China
company; TVB HOLDINGS (USA), INC., a
California corporation; and DISH
NETWORK L.L.C., a Colorado limited
liability company,

Plaintiffs,

vs.

CREATE NEW TECHNOLOGY (HK)
LIMITED, a Hong Kong company; HUA
YANG INTERNATIONAL TECHNOLOGY
LTD., a Hong Kong company; SHENZHEN
GREATVISION NETWORK
TECHNOLOGY CO. LTD., a China
company; CLUB TVPAD, INC., a California
corporation; BENNETT WONG, an
individual; ASHA MEDIA GROUP INC.
d/b/a TVPAD.COM, a Florida corporation;
AMIT BHALLA, an individual;
NEWTVPAD LTD CO. a/k/a TVPAD USA,
a Texas corporation; LIANGZHONG ZHOU,
an individual; HONGHUI CHEN d/b/a e-
Digital, an individual; JOHN DOE 1 d/b/a
BETV; JOHN DOE 2 d/b/a YUE HAI; JOHN
DOE 3 d/b/a 516; JOHN DOE 4 d/b/a HITV;
JOHN DOE 5 d/b/a GANG YUE; JOHN
DOE 6 d/b/a SPORT ONLINE; JOHN DOE 7
d/b/a GANG TAI WU XIA; and JOHN DOES
8-10,

Defendants.

) Case No.

) **CV 15-1869 SVW (AJWx)**

) **[PROPOSED] CONSENT**
) **JUDGMENT AND**
) **PERMANENT INJUNCTION AS**
) **TO DEFENDANTS BENNETT**
) **WONG AND CLUB TVPAD,**
) **INC.**

WHEREAS, Plaintiffs China Central Television (“CCTV”), China International Communications Co., Ltd. (“CICC”), TVB Holdings (USA), Inc. (“TVB (USA)”), and DISH Network L.L.C. (“DISH”) (collectively, “Plaintiffs”), on the one hand, and **Defendant Bennett Wong** (“Wong”) and **Defendant Club TVpad, Inc.** (“ClubTVpad”) (collectively the “ClubTVpad Defendants”), on the other hand, have agreed in a separate confidential agreement to settle the matters in issue between them and have further stipulated to entry of this Consent Judgment and Permanent Injunction, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

Any findings of fact or conclusions of law herein are made only as to the parties to this Consent Judgment and Permanent Injunction.

Findings of Fact and Conclusions of Law

1. Plaintiffs bring claims against the ClubTVpad Defendants for (1) secondary copyright infringement under the copyright laws of the United States, 17 U.S.C. § 101 *et seq.*; (2) federal trademark infringement and unfair competition under the Lanham Act, 15 U.S.C. § 1125(a); (3) common law trademark infringement and unfair competition; (4) and violation of California Business and Professions Code § 17200, *et seq.*

2. This Court has jurisdiction over Plaintiffs and the ClubTVpad Defendants in this action and over the subject matter in issue based on 28 U.S.C. §§ 1331, 1338 and 17 U.S.C. § 101 *et seq.* and 15 U.S.C. § 1051 *et seq.* with supplemental subject matter jurisdiction under 28 U.S.C. § 1367. This Court further has continuing jurisdiction to enforce the terms and provisions of this Consent Judgment and Permanent Injunction. Venue is also proper in this Court pursuant to 28 U.S.C. §§ 1391(b)(and 1391(c), as well as 28 U.S.C. § 1400 (b).

3. Plaintiff China Central Television (“CCTV”) is a state-owned company existing under the laws of the People’s Republic of China with its principal place of business in Beijing, China. CCTV is China’s most influential television program

1 producer, creating and broadcasting a wide variety of television programs, including
2 news, dramas, comedies, sports, documentaries, and entertainment programming.
3 CCTV has 42 television channels. Its flagship over-the-air channels in China are
4 CCTV1 through CCTV14. CCTV owns the copyrights to a large number of
5 television programs, including highly successful programs such as Star Walk, Art
6 Life, and Across the Strait. CCTV television channels are broadcast in mainland
7 China, and certain CCTV television channels and programs are licensed for
8 international distribution.

9 4. Plaintiff China International Communications Co., Ltd. (“CICC”) is a
10 state-owned company existing under the laws of the People’s Republic of China
11 with its principal place of business in Beijing, China. CICC is an indirect wholly
12 owned subsidiary of CCTV. CICC is responsible for, among other things, licensing
13 and distributing CCTV programming in the United States.

14 5. Plaintiff TVB Holdings (USA), Inc. (“TVB (USA)”) is a corporation
15 organized under the laws of the State of California with its principal place of
16 business in Norwalk, California. TVB (USA) is a wholly owned indirect subsidiary
17 of TVB, a Hong Kong company that is the largest producer of Cantonese-language
18 television programming in the world. TVB (USA) distributes and licenses TVB
19 television programming in the United States. TVB (USA)’s ultimate parent
20 company, TVB, operates five over-the-air television channels—Jade, J2, Jade HD,
21 iNews (Cantonese), and Pearl (English)—and 13 pay TV channels in Hong Kong.
22 TVB also has operations in Taiwan, owning the popular TVBS, TVBS-News, and
23 TVBS-G channels.

24 6. Plaintiff DISH Network L.L.C. (“DISH”) is a limited liability company
25 organized under the laws of the State of Colorado with its principal place of business
26 in Englewood, Colorado. DISH is the nation’s third-largest pay television service,
27 delivering video services to approximately 14 million customers nationwide through
28 both satellite and Internet platforms.

1 7. Defendant Wong is a resident of Oakland, California who has sold
2 TVpads to residents of the County of Los Angeles.

3 8. Defendant ClubTVpad is a California corporation with its principal
4 place of business in Hayward, California that has sold TVpads to residents of the
5 County of Los Angeles.

6 9. CCTV is the legal and/or beneficial owner of all right, title, and interest
7 in the copyrights of certain television programs and broadcasts created by or for it for
8 public performance and/or distribution. As CCTV's television programs are foreign
9 works, registration with the United States Copyright Office is not a prerequisite to
10 filing a copyright infringement action with respect to them. 17 U.S.C. §§ 101,
11 411(a). A list of representative CCTV television programs is attached hereto as
12 **Exhibit A**, and copies of the certificates of registration for those programs are
13 attached as **Exhibit B**.

14 10. Certain CCTV television channels and programs that originally air in
15 mainland China are distributed in the United States as part of a package of television
16 channels called the "Great Wall Package." CCTV's Great Wall Package consists of
17 programming from 22 Chinese television channels including the following CCTV
18 channels: CCTV-4; CCTV-E; CCTV-Entertainment; CCTV-News; CCTV-Movies;
19 and CCTV-Opera (collectively, the "CCTV U.S. channels"). Plaintiff CICC
20 distributes the Great Wall Package in the United States through three authorized
21 distribution partners, including Plaintiff DISH.

22 11. TVB (USA) is the exclusive licensee in the United States of certain
23 programming owned by TVB and/or TVB's wholly owned subsidiary, TVBO
24 Production Limited ("TVBO"), for certain media. As TVB and TVBO's television
25 programs are foreign works, registration with the United States Copyright Office is
26 not a prerequisite to filing a copyright infringement action with respect to them. 17
27 U.S.C. §§ 101, 411(a). A list of representative TVB television programs is attached
28

1 hereto as **Exhibit C**, and copies of the certificates of registration for those programs
2 are attached as **Exhibit D**.

3 12. Certain TVB television programs and TVB channels that originally air
4 in Hong Kong and Taiwan are distributed by TVB (USA) in the United States under
5 license from TVBO and/or its affiliate TVBI Company Limited, including the
6 following channels: TVB1; TVB2; TVBe; TVB Pearl; TVBHD; TVB8; TVB
7 Drama; TVBS; Jade SF; Jade NY; and Jade LA (collectively, the “TVB U.S.
8 channels”). TVB (USA)’s most popular television package is called the “Jadeworld”
9 Package, which includes TVB1, TVB2, TVBe, and TVBS.

10 13. DISH’s primary service is satellite television, which DISH provides to
11 subscribers in the United States in return for subscription fees. Separately, DISH
12 offers OTT television services through, *inter alia*, “Sling International,” an OTT
13 streaming service that provides international television programming on numerous
14 viewing devices including Apple iPhones and iPads, Android phones and tablets,
15 Samsung Smart TVs and Blu-Ray devices, Amazon Fire, personal computers, and
16 the Roku Streaming Player.

17 14. Under a license agreement, DISH owns the exclusive right to retransmit
18 CCTV’s Great Wall Package of television channels and programs in the United
19 States via satellite, and also has a non-exclusive right to distribute CCTV’s Great
20 Wall Package of television channels and programs over the Internet (including OTT)
21 in the United States. In return for monthly subscription fees, DISH offers its United
22 States subscribers access to the Great Wall Package.

23 15. Under a license agreement, DISH owns the exclusive rights to
24 retransmit certain TVB U.S. channels and the TVB programs via satellite in the
25 United States and via OTT television services in the United States, except for video-
26 on-demand content. In return for monthly subscription fees, DISH offers its United
27 States subscribers access to TVB programming through the Jadeworld Package.
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1 16. Plaintiffs are the legal and beneficial owners of exclusive rights to
2 exploit copyrighted CCTV and TVB television programming in the United States.
3 Among the bundle of rights afforded Plaintiffs under United States copyright law is
4 the exclusive right to “perform the copyrighted work publicly.” 17 U.S.C. § 106(4).
5 This includes the exclusive right “to transmit or otherwise communicate a
6 performance or display of” Plaintiffs’ copyrighted television broadcasts and
7 programs “to the public by means of any device or process whether the members of
8 the public capable of receiving the performance or display receive it in the same
9 place or in separate places and at the same time or at different times.” *Id.* § 101.

10 17. This copyright and trademark infringement action arises out of a global
11 television service (the “TVpad Retransmission Service”) provided to customers over
12 the “TVpad” set-top box (the “TVpad Device”). The TVpad Device uses certain
13 software applications, or “Apps,” that without authorization or permission from
14 copyright owners stream intercepted television programming over the Internet to
15 United States users of the TVpad device, twenty-four hours a day, seven days a week
16 (the “Infringing TVpad Apps”). For a one-time, up-front payment to purchase the
17 TVpad device, TVpad customers in the United States receive unlicensed television
18 channels and television programs from China, Hong Kong, Taiwan, and other Asian
19 countries, including CCTV and TVB programming.


20 18. The TVpad Retransmission Service works in part by means of a peer-
21 to-peer network, through which TVpad users not only receive unauthorized streams
22 of CCTV and TVB programming in the United States, but also simultaneously
23 retransmit that programming to large numbers of other TVpad users in the United
24 States. The retransmissions of CCTV and TVB programs by TVpad users constitute
25 infringing performances of Plaintiffs’ copyrighted works. The TVpad
26 Retransmission Service also directly streams CCTV and TVB programs to U.S.
27 TVpad users from servers located in the United States and elsewhere.
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19. The ClubTVpad Defendants advertise, sell, distribute and promote the TVpad device, the TVpad Retransmission Service and the Infringing TVpad Apps in the United States. The ClubTVpad Defendants are part of the international distribution network for the TVpad Retransmission Service. The ClubTVpad Defendants have actual and constructive knowledge that the TVpad Retransmission Service infringes CCTV and TVB copyrighted programming and has taken affirmative steps to aid, materially contribute to, promote, foster, and induce infringing public performances of CCTV and TVB copyrighted programming by the Retransmission Service Defendants and by TVpad customers.

20. The ClubTVpad Defendants are secondarily liable under the Copyright Act for inducing the infringing acts committed by TVpad customers. The ClubTVpad Defendants distribute the TVpad device, the TVpad Retransmission Service and the Infringing TVpad Apps with the object of promoting and encouraging its use to infringe copyrighted television programs, including but not limited to Plaintiffs' copyrighted works, and such infringement has resulted and continues to result. Through their purposeful conduct, the ClubTVpad Defendants knowingly and intentionally induce unauthorized public performances by TVpad customers in the United States of copyrighted television programs, including but not limited to Plaintiffs' copyrighted works, in violation of Plaintiffs' exclusive rights under 17 U.S.C. § 106.

21. The ClubTVpad Defendants are also liable as a contributory infringer for materially contributing to, aiding, and assisting the infringing acts of TVpad customers. The ClubTVpad Defendants have actual and constructive knowledge of specific infringing activity carried out by TVpad customers. Through their distribution and promotion of the TVpad Device, the TVpad Retransmission Service and the Infringing TVpad Apps, with knowledge of specific acts of infringement, the ClubTVpad Defendants knowingly caused, and/or otherwise materially contributed to, unauthorized public performances and reproductions by TVpad customers in the

1 United States of copyrighted television programs, including but not limited to
2 Plaintiffs' copyrighted works, in violation of Plaintiffs' exclusive rights under 17
3 U.S.C. § 106.

4 22. CCTV brands its television broadcasting services and television
5 programming under the CCTV family of trademarks and service marks (collectively,
6 the "CCTV Marks"), which denote unique and high-quality television content. The
7 CCTV Marks include the word marks "CCTV" and "CCTV AMERICA" and the
8 stylized CCTV logo () , all of which are used in conjunction with CCTV's
9 television broadcasting services, programming, and related entertainment services.

10 23. CCTV authorizes CICC to use the CCTV Marks in connection with its
11 distribution of CCTV programming in the United States.

12 24. CCTV's affiliate has registered the design mark "CCTV AMERICA"
13 with the U.S. Patent and Trademark Office, Registration No. 4730301, in connection
14 with, among other things, "[t]elevision broadcasting services; streaming of audio,
15 visual and audiovisual material via a global computer network; transmission of news;
16 transmission of sound, video and information."

17 25. Long before the acts of the ClubTVpad Defendants discussed herein,
18 CCTV and CICC adopted and began using the CCTV Marks in commerce in the
19 United States in connection with their television broadcasting services, programming,
20 and related entertainment services. CCTV and CICC have used and continue to use
21 the CCTV Marks in interstate commerce in the United States in connection with the
22 advertising and sale of their goods and services. The CCTV Marks have acquired
23 secondary meaning in that they have come to be associated by the trade and
24 consuming public exclusively with CCTV and its authorized affiliate, CICC, and
25 have come to signify CCTV as the source of authorized broadcasts and programs
26 bearing the CCTV Marks.

27 26. TVB brands its television broadcasting services and television
28 programming under the TVB family of trademarks and service marks, which denote

1 unique and high-quality television content. These trademarks and service marks
2 include the following: (a) the word mark JADE (U.S. Registration No. 2752223); (b)
3 the JADE logo (U.S. Registration No. 2831375 and U.S. Application No. 86171201);
4 (c) the word mark TVB (U.S. Application Serial No. 86171162); and the Chinese-
5 language word mark for THE JADE CHANNEL (U.S. Registration No. 3072394)
6 (collectively, the “TVB Marks”). TVB uses the TVB Marks in conjunction with its
7 television broadcasting services, programming, and related entertainment services
8 throughout the world.

9 27. TVB authorizes TVB (USA) to use the TVB Marks in the United States
10 and to bring enforcement actions against the unauthorized use of the TVB Marks in
11 the United States. TVB (USA) uses the TVB Marks in connection with its
12 distribution of TVB programming in the United States.

13 28. Long before the acts of the ClubTVpad Defendants discussed herein,
14 and starting in 1984, TVB (USA) adopted and began using the TVB Marks in
15 commerce in the United States in connection with its television broadcasting
16 services, programming, and related entertainment services. TVB (USA) has used
17 and continues to use the TVB Marks in interstate commerce in the United States in
18 connection with the advertising and sale of its goods and services. The TVB Marks
19 have acquired secondary meaning in that they have come to be associated by the
20 trade and consuming public exclusively with TVB and its authorized affiliate, TVB
21 (USA), and have come to signify TVB and TVB (USA) as the source of authorized
22 broadcasts and programs bearing the TVB Marks.

23 29. By using the CCTV and/or TVB Marks in connection with the
24 advertising, promotion, and sale of the TVpad Device, the Infringing TVpad Apps,
25 and the TVpad Retransmission Service, the ClubTVpad Defendants have caused and
26 are likely to cause confusion in the minds of consumers and to create a false
27 impression in the minds of consumers that Plaintiffs are affiliated, connected, or
28 associated with the ClubTVpad Defendants’ products and/or services, and/or that

1 Plaintiffs sponsor or approve of such products and/or services, in violation of 15
2 U.S.C. § 1125(a), common law trademark infringement and unfair competition and
3 California Business & Professions Code § 17200, *et seq.*

4 **Permanent Injunction**

5 30. For purposes of this Permanent Injunction, the following definitions
6 shall apply:

- 7 a. "Plaintiffs' Copyrighted Programming" shall mean each of those
8 broadcast television programming works, or portions thereof,
9 whether now in existence or later created, in which the Plaintiffs, or
10 any of them (or any parent, subsidiary, or affiliate of any of the
11 Plaintiffs), owns or controls an exclusive right under the United
12 States Copyright Act, 17 U.S.C. §§ 101 *et seq.*, including without
13 limitation all copyrighted programs identified in **Exhibits A**
14 **through D** hereto;
- 15 b. "STB" shall mean a television set-top box or other similar device,
16 including all devices sold under the name "TVpad";
- 17 c. "STB App" shall mean any software application or associated
18 service that is designed for use on any STB, including any software
19 application that is preloaded on a STB or available for download by
20 the user of a STB;
- 21 d. "Infringing TVpad App" shall mean any STB App whereby
22 Plaintiffs' Copyrighted Programming is publicly performed without
23 authorization by transmission to members of the public, including
24 but not limited to each STB App identified in **Exhibit E**;
- 25 e. "TVpad Device" shall mean any STB that offers an Infringing
26 TVpad App;
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- f. “TVpad Store” shall mean any combination of software and/or services whereby users can select and download or otherwise transfer software applications onto the TVpad Device;
- g. “Comparable System” shall mean any device, data transmission service or application that provides users unauthorized access to Plaintiffs’ Copyrighted Programming, using any peer-to-peer or internet-based transmission, file sharing or content delivery technology;
- h. “CCTV Marks” shall mean the word marks “CCTV” and “CCTV AMERICA”, the stylized CCTV logo, and the design mark “CCTV AMERICA” registered with the U.S. Patent and Trademark Office, Application Serial No. 86239098; and
- i. “TVB Marks” shall mean (a) the word mark JADE (U.S. Serial No. 76406416); (b) the JADE logo (U.S. Serial No. 76445114 and U.S. Application Serial No. 86171201); (c) the word mark TVB (U.S. Application Serial No. 86171162); and the Chinese-language word mark for THE JADE CHANNEL (U.S. Serial No. 76407746).

31. The ClubTVpad Defendants, and all of their affiliates, d/b/a’s, agents, officers, servants, employees, successors, assigns, and those persons or entities acting in active concert or participation with them who receive actual notice of this Order (collectively, the “Enjoined Parties”), are immediately and permanently enjoined from engaging in any of the following activities:

- a. Distributing, selling, advertising, marketing or promoting any TVpad Device;
- b. Transmitting, retransmitting, assisting in the transmission of, requesting transmission of, streaming, hosting or providing unauthorized access to, or otherwise publicly performing, directly or

indirectly, by means of any device or process, Plaintiffs’

Copyrighted Programming;

- c. Authorizing, hosting, reproducing, downloading or otherwise distributing the Infringing TVpad Apps, including without limitation offering them in the TVpad Store, loading them onto any TVpad Device or any Comparable System, or providing the Infringing TVpad Apps to consumers on separate media;
- d. Creating or providing assistance to others who wish to create an Infringing TVpad App;
- e. Advertising, displaying, marketing or otherwise promoting any of the Infringing TVpad Apps, including without limitation publicly displaying any of the Plaintiffs’ Copyrighted Programming in connection therewith or in connection with the TVpad Device or any Comparable System, including without limitation via the TVpad Websites;
- f. Distributing, selling, advertising, marketing or promoting any TVpad Device that contains, connects to, or offers for download any Infringing TVpad App, or promotes any Infringing TVpad App through the inclusion of icons for said Infringing TVpad App;
- g. Distributing, selling, advertising, marketing or promoting any Comparable System that contains, connects to, offers for download, transmits, assists in the transmission of, streams, hosts, provides access to, or otherwise publicly performs, directly or indirectly, by means of any device or process, Plaintiffs’ Copyrighted Programming without permission;
- h. Distributing, selling, advertising, marketing or promoting any Comparable System that contains, connects to, offers for download, transmits, assists in the transmission of, streams, hosts, provides

1 access to, or otherwise publicly performs, directly or indirectly, by
2 means of any devise or process, Plaintiffs' Copyrighted
3 Programming without permission;

- 4 i. Providing or controlling servers that contain any of Plaintiffs'
5 Copyrighted Programming;
6 j. Assisting with end-user reproductions or transmissions of any of
7 Plaintiffs' Copyrighted Programming through a tracker server, or
8 any other server or software that assists users in locating, identifying
9 or obtaining reproductions or transmission of any of Plaintiffs'
10 Copyrighted Programming, including from other users offering
11 reproductions or transmissions of any of Plaintiffs' Copyrighted
12 Programming; and
13 k. Otherwise infringing Plaintiffs' rights in Plaintiffs' Copyrighted
14 Programming, whether directly, contributorily, vicariously or in any
15 other manner.

16 32. The Enjoined Parties shall further be immediately and permanently
17 enjoined from engaging in any activities having the object or effect of fostering
18 infringement of Plaintiffs' Copyrighted Programming, whether through the
19 Infringing TVpad Apps or otherwise, including without limitation engaging in any
20 of the following activities:

- 21 a. Advertising or promoting unauthorized access to or the availability
22 of Plaintiffs' Copyrighted Programming;
23 b. Encouraging or soliciting others to transmit or reproduce Plaintiffs'
24 Copyrighted Programming;
25 c. Encouraging or soliciting others to upload, post or index any files
26 that constitute, correspond, point or lead to any of Plaintiffs'
27 Copyrighted Programming;
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- d. Encouraging or soliciting others to offer transmission of Plaintiffs' Copyrighted Programming;
- e. Providing technical assistance, support services or servers to others engaged in infringement of, or seeking to infringe, Plaintiffs' Copyrighted Programming;
- f. Creating, maintaining, highlighting or otherwise providing access to lists or forums that include, refer to or signal the availability of Plaintiffs' Copyrighted Programming;
- g. Including references to Plaintiffs' Copyrighted Programming or the Infringing TVpad Apps in promotional materials; and
- h. Creating, maintaining or providing access to the Infringing TVpad Apps.

33. The terms of Paragraphs 31 and 32 of this Permanent Injunction shall not apply to any use by the ClubTVpad Defendants of Plaintiffs' Copyrighted Programming for which the ClubTVpad Defendants have obtained express written authorization or license for such use from each Plaintiff that owns or controls the rights to such Copyrighted Programming, provided such authorization or license is in force and valid at the time of the ClubTVpad Defendants' use of the Copyrighted Programming.

34. The ClubTVpad Defendants shall not enter into any agreement or transaction whatsoever to sell, lease, license, assign, convey, distribute, loan, encumber, pledge or otherwise transfer, whether or not for consideration or compensation, any part of the system, software, source code, data file, other technology, domain names, trademarks, brands, or files used in connection with the TVpad Device, Infringing TVpad Apps or any Comparable System.

35. The Enjoined Parties shall identify all domain names and IP addresses and the physical locations of all servers owned, leased or operated by any of the

1 Enjoined Parties that are used in connection with the activities enjoined under
2 Paragraphs 31 and 32, above.

3 36. The Enjoined Parties are further hereby permanently enjoined from
4 engaging in any of the following activities:

- 5 a. Using the CCTV Marks or TVB Marks, or any other mark, design
6 reproduction, copy or symbol that is a colorable imitation thereof, or
7 confusingly similar thereto, in connection with broadcasting or
8 entertainment services, or related goods or services, not originating
9 from or authorized by Plaintiffs;
 - 10 b. Using the CCTV or TVB Marks, or any other mark, design
11 reproduction, copy or symbol that is a colorable imitation thereof, in
12 any manner likely to cause confusion, to cause mistake, or to
13 deceive the consuming public;
 - 14 c. Representing in any manner, or by any method whatsoever, that
15 goods and services provided by the ClubTVpad Defendants or by
16 any other party are licensed, sponsored, approved, authorized by, or
17 originate from Plaintiffs or otherwise taking any action likely to
18 cause confusion, mistake, or deception as to the origin, approval,
19 sponsorship or license of such goods or services;
 - 20 d. Committing any acts calculated or likely to cause consumers to
21 believe that the ClubTVpad Defendants' products and services or the
22 products and services of any other party are authorized by Plaintiffs
23 unless the ClubTVpad Defendants receive express written
24 authorization from Plaintiffs to so state;
 - 25 e. Infringing or diluting, whether directly or indirectly, the distinctive
26 quality of the CCTV Marks or the TVB Marks; and
 - 27 f. Unfairly competing with Plaintiffs in any manner.
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1 37. As the Court has personal jurisdiction over the ClubTVpad Defendants
2 and has concluded that the conduct of the ClubTVpad Defendants induces
3 infringement of Plaintiffs' Copyrighted Programming in the United States under the
4 copyright laws of the United States and infringes the CCTV Marks and TVB Marks
5 under the trademark laws of the United States, this Permanent Injunction enjoins the
6 conduct of the ClubTVpad Defendants wherever they may be found.

7 38. Service by mail upon the ClubTVpad Defendants, care of Francis Ryu
8 at Ryu Law Group, 5900 Wilshire Blvd., Suite 2250, Los Angeles, California 90036
9 of a copy of this Consent Judgment and Permanent Injunction once entered by the
10 Court is deemed sufficient notice to the ClubTVpad Defendants under Federal Rule
11 of Civil Procedure 65. It shall not be necessary for the ClubTVpad Defendants to
12 sign any form of acknowledgement of service.

13 39. This Permanent Injunction shall bind the Enjoined Parties. The
14 ClubTVpad Defendants shall provide a copy of this Permanent Injunction to their
15 affiliates, agents, servants, employees, attorneys, and current and future
16 administrators or moderators of the any online forums associated with the
17 ClubTVpad Defendants and the TVpad Device or TVpad Apps, or Comparable
18 System.

19 40. Violation of this Permanent Injunction shall expose the ClubTVpad
20 Defendants and all other persons bound by this Permanent Injunction to all
21 applicable penalties, including contempt of Court.

22 41. Within 14 days of the date the Court enters this Permanent Injunction,
23 the ClubTVpad Defendants shall file and serve a report in writing and under oath
24 setting forth in detail the manner and form with which the ClubTVpad Defendants
25 have complied with the Permanent Injunction, and all information required under
26 Paragraph 35.

1 42. All other claims, defenses or counterclaims, either actually asserted in
2 this action or which could have been asserted in this action, by either party against
3 the other, are hereby dismissed with prejudice.

4 43. The parties shall bear their own attorneys' fees and costs.

5 IT IS SO ORDERED.

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7 _____, 2016

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Stephen V. Wilson
Judge of the United States District Court